

## E-Shop General Terms and Conditions of Sale

These general terms and conditions of use of the e-shop of bj-coffee SA are additional to the General Sale Terms and Conditions available on the website.

### 1. Application of the General Terms and Conditions of Sale

1.1 All orders placed on the website [www.bj-coffee.ch](http://www.bj-coffee.ch) are governed by the General Terms and Conditions of Sale of bj-coffee SA. 1.2 By placing an order on the website, the user acknowledges having read, understood and accepted, without reservations, the General Terms and Conditions of Sale.

1.3 bj-coffee SA reserves the right to modify at any time these General Terms and Conditions of Sale by posting a new version on the website. Each order placed after the publication by bj-coffee SA of the new version shall be deemed acceptance of the latter.

### 2. Registration

2.1 When registering on this website, you shall ensure the accuracy and completeness of the mandatory data you provide. 2.2 You agree on the other hand to inform bj-coffee SA of any change to your address and of any other changes by updating your personal data as soon as possible.

### 3. Password

3.1 Upon registration you must choose a password. This password is strictly confidential and must not be disclosed to third parties.

3.2 By using this password, you assume full responsibility for the use of your password and for all orders placed, even without your knowledge.

3.3 If you know or suspect that a third party knows or uses your password, you must immediately notify bj-coffee SA.

### 4. Orders

4.1 By placing an order on the website, you agree to make the payment for the products you have selected, in accordance with these General Terms and Conditions of Sale. 4.2 The orders are subject to minimum and maximum quantity limits.

4.3 bj-coffee SA reserves the right to refuse any order, particularly in the case of unpaid invoices or insolvency. 4.5 The data recorded by bj-coffee SA constitute irrefutable proof of the order.

### 5. Price

5.1 The prices posted on the website are indicative; the final price, except in the case of an obvious error, is indicated on the order confirmation and/or on the invoice.

5.2 The delivery fees are calculated based on the volume of the order, and on the selected type of delivery.

5.3 bj-coffee SA reserves the right to modify the prices at any time according to the developments of the suppliers' prices.

### 6. Delivery

6.1 All orders confirmed by bj-coffee SA shall be delivered to the address indicated on the order.

6.2 The delivery times are posted on our website.

6.3 The delivery of orders within these timeframes is subject to the stock availability of ordered products.

6.4 bj-coffee SA undertakes to make every effort to meet the delivery timelines.

6.5 bj-coffee SA cannot be held responsible for any delays due to exceptional circumstances.

6.6 bj-coffee SA ensures deliveries only in Geneva. To request a delivery outside this area or an express delivery, please contact our Customer Service department.

### 7. Payment Terms

7.1 bj-coffee SA reserves the right to request payments in advance of any shipment of goods or to deliver the goods against reimbursement or advance payment.

### 8. Complaints

8.1 The control of the quantities and quality of the items delivered shall be carried out by the customer upon reception.

8.2 In the event of defect during transportation or of a major defect, the client is required to proceed to the determination of the damage by the carrier or an employee of bj-coffee SA following the reception of the goods.

8.3 The client agrees to report any defect within 8 days following the reception of the delivery and/or installation. After this period, the delivery shall be deemed accepted.

### 9. Returns

9.1 The products may be returned within 8 days following the order reception. The products must be in an unused condition and returned in their original packaging.

### 10. Retention of Title

10.1 The delivered merchandise shall remain the property of bj-coffee SA until the full payment of the invoiced amount. bj-coffee SA reserves the right to enter the claim at any time in the relevant registry.

### 11. Warranties

11.1 Unless otherwise specified, the warranty of the merchandise is provided by the manufacturer. The general conditions of the respective manufacturer shall apply.

11.2 The damage caused as a result of inappropriate handling by the client or not approved third parties as well as the damages of an extraordinary origin are not covered by the warranty.

### 12. Customer Service

12.1 The entire team of specialists of bj-coffee SA remains at your disposal to answer any questions you may have on the operation, maintenance or servicing of the machines and other equipment, and to offer you the best solutions for the care and maintenance of the machines.

### 13. Limitation of Liability

13.1 The pictures and texts illustrating and describing the products on the website must be considered as non-contractual. bj-coffee SA shall not be held liable for any possible errors or omissions.

### 14. Applicable Law and Jurisdiction

14.1 These terms and conditions are subject to the Swiss substantive law; the place of jurisdiction is in Geneva; any dispute concerning the interpretation, performance and non-execution of these Terms and Conditions shall be subject to the jurisdiction of the Courts of the Republic and Canton of Geneva.

#### bj-coffee SA

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